

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Civil No.: 5:19-cv-1335 (GLS/ML)

Plaintiff

COMPLAINT-Action to Foreclose  
A Mortgage

-v-

David Dygert  
183 County Route 12  
Apt A  
Phoenix, NY 13135

John Doe, Mary Roe, and XYZ Corporation  
.254 State Route 264  
Phoenix, NY 13135

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The United States of America, a Sovereign, by Pincus Law Group, PLLC, Attorneys for the plaintiff, complains and alleges as follows:

1. This Court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
2. On or about Feb. 25, 2011 at the request of Defendant, David Dygert, (hereinafter "Defendant"), the Plaintiff, the United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture, (hereinafter "Plaintiff"), did lend to the Defendant, the sum of \$150,900.00, which sum the Defendant did undertake and promise to repay, with interest at 4.2500% in specified monthly installments.
3. As evidence of the indebtedness, the Defendant did execute and deliver to the Plaintiff a Promissory Note dated 2/25/11, a true copy of which is attached as Exhibit "A".

4. In order to secure the payment of the indebtedness, the Defendant did execute, acknowledge, and deliver to the Plaintiff, a real property mortgage dated 2/25/11, a true copy of which is attached as Exhibit "B". The real property that is security for the mortgage is commonly known as 254 State Route 264, Phoenix, NY 13135 located in Oswego County, New York and more particularly described as set forth in the legal description attached to Exhibit "B", and is also known as Parcel ID/Tax Account # 303.02-02-01.

5. The mortgage was duly recorded in the Oswego County Clerk's Office on or about March 1, 2011 at Instrument No. 2011-001850.

6. Plaintiff is the owner and holder of the Promissory Note and Mortgage.

7. The Defendant has breached and violated the provisions of the Promissory Note and Mortgage in that they did neglect and fail to pay the installments of principal and interest when due beginning with the May 25, 2014 payment, despite due demand therefore and by failing to make payment of real property taxes when due, thus making it necessary for the plaintiff to pay the same to protect its interest.

8. By reason of the defaults described herein, plaintiff has elected to declare the entire sums secured by the mortgage to be due and payable.

9. There is now justly due and payable to the plaintiff, as of Oct. 29, 2019, on the Promissory Note and Mortgage the following sums:

Unpaid Principal	\$124,141.95
Unpaid Interest	\$29,097.72
Subsidy to Be Recaptured	\$6242.16
Escrow	\$3,014.14
Late Charges	\$198.52

Other Fees	\$28,120.65
<b>TOTAL:</b>	<b>\$190,815.14</b>

, together with interest at the rate of 4.250% per annum on principal and all advances **from 10/30/19.**

10. Upon information and belief, plaintiff may be compelled to make additional advances for payment of taxes, hazard insurance water and sewer charges, or other municipal assessments maintenance, in order that it may protect and preserve security, but the nature and amount thereof is unknown to plaintiff at this time. Nevertheless, plaintiff seeks recovery thereof and therefore, together with interest thereon.

11. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage, or any part thereof.

12. That the plaintiff has complied with the notice provisions of the New York State RPAPL Section 1304. A copy of the required notice is attached hereto as Exhibit "C". 14. Upon information and belief, the provisions of Banking Law Section 595-a, and any rules and regulations promulgated thereunder, and Banking law Sections 6-1 and 6-m and RPAPL section 1302(1) are not applicable to the mortgage loan that is the subject of this proceeding.

13. At the time this proceeding was commenced, the plaintiff has complied with the provisions of New York State RPAPL Section 1306 regarding filing with the Superintendent of the New York State Banking Department. A copy of the required filing is attached hereto as Exhibit "D".

14. The true names of the defendants John Doe, Mary Roe and XYZ Corporation are unknown to the United States, those names being fictitious, but intending to designate tenants,

occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

WHEREFORE, plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequently recorded, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises;
- (b) That the premises may be decreed to be sold according to law;
- (c) That the amount due to the plaintiff on the promissory note and mortgage may be adjudged;
- (d) That the moneys arising from the sale may be brought into Court;
- (e) That the plaintiff may be paid the amount adjudged to be due to the plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same;
- (f) And that the plaintiff may have such other and further relief as may be just and equitable.

Dated: Uniondale, New York, Oct. 29, 2019  
/s/ Nicole B. LaBletta

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Nicole B. LaBletta,Esq.  
Pincus Law Group, PLLC  
425 RXR Plaza  
Uniondale, NY 11556  
(516) 699-8902 (phone)  
(516) 279-6990 (fax)  
nlabletta@pincuslaw.com

## **EXHIBIT A**

Form RD 1940-16  
(Rev. 7-05)Form Approved  
OMB No. 0575-0172UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL HOUSING SERVICE

## PROMISSORY NOTE

Type of Loan SECTION 502**SATISFIED**Loan No.                         

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

United States of America

By: \_\_\_\_\_

Title: \_\_\_\_\_  
USDA, Rural Housing ServicesDate: 02/25 20 11

254 State Route 264

(Property Address)

Phoenix, Oswego, NY

(City or Town)

(County)

(State)

**BORROWER'S PROMISE TO PAY.** In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 150,900.00 (this amount is called "principal"), plus interest.

**INTEREST.** Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 4.2500 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

**PAYMENTS.** I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to \_\_\_\_\_, shall be added to the principal. The new principal and later accrued interest shall be payable in 396 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$                         , and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 25th day of each month beginning on March 25, 2011 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on February 25, 2044, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."

My monthly payment will be \$ 709.36, I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

**PRINCIPAL ADVANCES.** If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

**HOUSING ACT OF 1949.** This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Account # [REDACTED]

**LATE CHARGES.** If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 2 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

**BORROWER'S RIGHT TO PREPAY.** I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

**ASSIGNMENT OF NOTE.** I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

**CREDIT ELSEWHERE CERTIFICATION.** I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

**USE CERTIFICATION.** I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

**LEASE OR SALE OF PROPERTY.** If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

**REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT.** I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

**SUBSIDY REPAYMENT AGREEMENT.** I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

**CREDIT SALE TO NONPROGRAM BORROWER.** The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

**DEFAULT.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

Account # [REDACTED]

**NOTICES.** Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

**OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

**WAIVERS.** I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

**WARNING:** Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.

[Signature] Seal \_\_\_\_\_ Seal  
 Borrower David J. Dygert \_\_\_\_\_ Borrower \_\_\_\_\_  
 \_\_\_\_\_ Seal \_\_\_\_\_ Seal  
 Borrower \_\_\_\_\_ Borrower \_\_\_\_\_

<b>RECORD OF ADVANCES</b>					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 150,900.00	02-25-2011	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL \$					

## **EXHIBIT B**

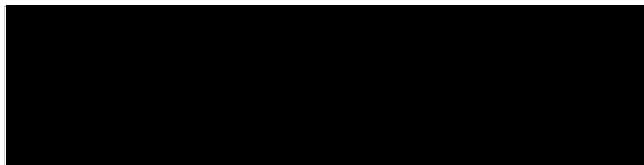


**OSWEGO COUNTY - STATE OF NEW YORK**  
**GEORGE J WILLIAMS, COUNTY CLERK**  
**46 EAST BRIDGE STREET, OSWEGO, NEW YORK 13126**

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**COUNTY CLERK'S RECORDING PAGE**  
**\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\***

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RECEIPT NO. : 8762683

Clerk: TALLEN  
 Instr #: R-2011-001850  
 Rec Date: 03/01/2011 10:52:12 AM  
 Doc Grp: M  
 Descrip: MORTGAGE  
 Num Pgs: 9  
 Rec'd Frm: OVAC / AMY

Party1: DYGERT DAVID  
 Party2: UNITED STATES OF AMERICA  
 Town: SCHROEPPEL

**Recording:**

Number of Pages	40.00
Recording Fee/Cover Sheet	20.00
Local Government	20.00
255 Affidavit	5.00

Sub Total:	85.00
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Basic Tax Amount	0.00
Special Tax Amount	0.00
CNY Tax Amount	0.00

Sub Total:	0.00
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Total:	85.00
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\*\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*\*

\*\*\*\*\* Mortgage Tax \*\*\*\*\*

Serial #: DB-3172  
 Calc Method: Exempt  
 Mtg Amt: 150900.00

Basic	0.00
Special	0.00
CNY	0.00

Total:	0.00
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Record and Return To:

I hereby certify that the within and foregoing was recorded in the Oswego County Clerk's Office

US DEPT OF AGRICULTURE  
 RURAL DEVELOPMENT - LOAN PROCESSING  
 441 S. SALINA ST, SUITE 357  
 SYRACUSE NY 13202

A handwritten signature in black ink, appearing to read "George J. Williams".

Oswego County Clerk

Form RD 3550-14 NY  
(Rev. 6-03)

(Space Above This Line For Recording Data)

Form Approved  
OMB No. 0575-0172

United States Department of Agriculture  
Rural Housing Service

## MORTGAGE FOR NEW YORK

THIS MORTGAGE ("Security Instrument") is made on **February 25, 2011**. [Date]  
The mortgagor is **DAVID DYGERT**

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
02/25/2011	150,900.00	02/25/2044

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower irrevocably grants and conveys to Lender the following described property located in the County of

Oswego, State of New York:

See Schedule A attached

which has the address of **254 State Route 264**  
[Street]

**Phoenix**, New York **13135**  
[City] [ZIP]

("Property Address");

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According to the Paperwork Reduction Act of 1996, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the Property.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

**15. Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

**Security Instrument.**

**17. Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national origin, handicap, age or familial status.

**18. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

**19. Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**21. Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be decreed incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c)

prescribing any other statue of limitations, (d) allowing any right of possession or, (e) limiting the conditions which Lender may be regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

Condominium Rider    Planned Unit Development Rider    Other(s) [specify] \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
David Dygert  
(Seal)  
Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
Borrower

#### ACKNOWLEDGMENT

STATE OF NEW YORK      }  
                                } SS:  
COUNTY OF ONONDAGA    }

On the 25th day of February in the year 2011, before me, the undersigned, a notary public in and for said State, personally appeared David Dygert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ROBERT E. LEE CARTER  
Notary Public, State of New York  
Qual. in Onondaga Co. No. 02CA6097467  
My Commission Expires August 18, 20 14

**SCHEDULE A**

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Schroepel, County of Oswego and State of New York, being a part of Lot No. 8 of the Phoenix Tract and described as follows: Beginning at a point, which point is situate on the centerline of New York State Route 264, and 240.71 feet southerly from the intersection of the centerline of New York State Route 264 and the centerline of County Route 59; thence running N.  $31^{\circ} 30' 00''$  E., to the east line of New York State Route 264, a distance of 41.29 feet to the point and place of beginning of the premises described herein; thence running N.  $31^{\circ} 30' 00''$  E., a distance of 260.80 feet to a point; thence running S.  $18^{\circ} 45' 00''$  E., a distance of 236.00 feet to a point; thence running S.  $71^{\circ} 15' 00''$  W., a distance of 200.00 feet to a point, which point is situate on the east line of New York State Route 264; thence running N.  $19^{\circ} 10' 31''$  W., along the east line of New York State Route 264, a distance of 69.24 feet to a point, which is the point and place of beginning.

STATE OF NEW YORK

SS:

COUNTY OF ONONDAGA

Eileen A. McGrath being duly sworn, deposes and says: That I am a Single Family Housing Underwriter for the United States of America Acting through Rural Housing Service, formerly Farmers Home Administration, U.S. Department of Agriculture.

That Rural Development is an agency of the United States within the U.S. Department of Agriculture for the purpose of administrating Government loan programs, as a Government entity, it is exempt from the payment of mortgage taxes. Specific exemptions are also codified at 7USC 1984 (1) and 42 USC 1490 h (1).

This affidavit is made to support request for exemption from mortgage tax.

Borrower Name: David Dygert  
Loan Amount: \$150,900.00  
Property Address: 254 State Route 264  
Phoenix, NY 13135-2114

Eileen A. McGrath  
Eileen A. McGrath

Sworn to before me this

17 day of February 2011

Samantha Horstman  
NOTARY PUBLIC

Samantha Horstman  
Notary Public, State of New York  
Commissioned in Onondaga County  
No. 01HO6213138  
My commission expires 11/02/2013



## **EXHIBIT C**



United States Department of Agriculture

March 23, 2017

David Dygert  
254 State Route 264  
Phoenix, New York, 13135

**YOU MAY BE AT RISK OF FORECLOSURE. PLEASE READ THE FOLLOWING NOTICE CAREFULLY.**

As of 03/23/2017, your home loan is 1033 days and \$45,421.93 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home. Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6423 and ask to discuss possible options.

Rural Development • New York State Office  
Single Family Housing Division  
441 South Salina Street, Suite 357 • Syracuse, NY 13202  
Voice (315) 477-6423 • Fax (855) 477-8531 • TDD 800-421-1220 (711)

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at 888-995-4673 or visit the Department's website at [www.dfs.ny.gov](http://www.dfs.ny.gov).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

Sincerely,

CARLA REESE  
SFH Program Specialist

**New York State Non-Profit Housing Counseling Agencies Providing Services to  
Homeowners in Default and Foreclosure - Statewide Listing by County**

Compiled by the Empire Justice Center (Updated December 2016)

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP Also serves surrounding areas
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP Also serves surrounding areas
	United Tenants of Albany	33 Clinton Ave., Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	986 Albany St., Schenectady, NY 12307	518-372-6469	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	2 Computer Drive West, Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	Also serving surrounding counties
Bronx	Neighborhood Housing Services-North Bronx	1451 East Gun Hill Rd., Bronx, NY 10469	718-881-1180	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Neighborhood Housing Services NYC	848 Concourse Village West, Bronx, NY 10451	718-992-5979	Spanish speaking staff available

	NYC Commission on Human Rights	1932 Arthur Avenue, Room 203A, Bronx, NY 10457	718-579-6728 OR 718-579-6900	Spanish speaking staff available
Broome	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP
	Clearpoint Credit Counseling Solutions	The Metro Center, 49 Court St., Binghamton, NY 13901	1-800-750-2227	
Cattaraugus	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway, Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
Chautauqua	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St., Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Chenango	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit Counseling Solutions	The Metro Center, 49 Court St., Binghamton, NY 13901	1-800-750-2227	
Clinton	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
Columbia	Galvan Housing Resources	252 Columbia St., Hudson, NY 12534	518-822-0707	HOPP
Cortland	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available

	Cortland Housing Assistance Council, Inc.	36 Taylor St. Cortland, NY 13045	607-753-8271	
	Clearpoint Credit Counseling Solutions	The Metro Center, 49 Court St., Binghamton, NY 13901	1-800-750-2227	
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
Delaware	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Delaware Opportunities, Inc.	35430 State Hwy. 10 Hamden, NY 13782	607-746-1650	
	Clearpoint Credit Counseling Solutions	The Metro Center, 49 Court St., Binghamton, NY 13901	1-800-750-2227	
Dutchess	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Southern section of county
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344, Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Chautauqua Opportunities, Inc.	402 Chandler St., Jamestown, NY 14701	716-661-9430	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Neighborhood Assistance Corp. of America	135 Delaware Ave Ste 102 Buffalo, New York 14202-2410	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Homefront Development Corp.	568 Lower Allen St., Hudson Falls, NY 12839	518-747-8250	
Franklin	Friends of the North Country	1 Mill St., Keeseville, NY 12944	518-834-9606	HOPP
		103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP

	Housing Assistance Program of Essex County (HAPEC)			
	Franklin County Community Housing Council Inc.	337 West Main St. Malone, NY 12953	(518) 483-5934	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005, Watertown, NY 13601	1-800-750-2227	
Fulton	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
Genesee	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
Greene	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West, Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
Hamilton	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St., Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St., Hudson Falls, NY 12839	518-747-8250	
Herkimer	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St., Utica, NY 13501	1-800-750-2227	
Jefferson	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005, Watertown, NY 13601	1-800-750-2227	
Kings	Cypress Hills Local Dev. Corp.	625 Jamaica Avenue, Brooklyn, NY 11208	718-647-2800	HOPP Spanish speaking staff available
	IMPACCT Brooklyn		718-522-2613	HOPP

		1000 Dean St., Brooklyn, NY 11238		
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave., Brooklyn, NY 11216	718-636-7596	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017	HOPP Spanish speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available
	Neighborhood Housing Services of Bedford-Stuyvesant	1012 Gates Ave., 2nd Floor, Brooklyn, NY 11221	718-919-2100	HOPP
	CAMBA	1720 Church Ave., 2nd Floor, Brooklyn, NY 11226	718-287-0010	HOPP
	Neighborhood Housing Services of Brooklyn	2806 Church Ave., Brooklyn, NY 11226	718-469-4679	HOPP Spanish speaking staff available
	Greater Sheepshead Bay Dev. Corp.	2105 East 22nd St., Brooklyn, NY 11229	718-332-0520	
	Southern Brooklyn Community Organization	4006 18th Ave., Brooklyn, NY 11218	718-435-1300	
	Brooklyn Neighborhood Improvement Association	1482 Saint James Pl., Suite 1C, Brooklyn, NY 11213	718-773-4116	
	Council of Jewish Organizations of Flatbush, Inc.	1523 Avenue M, Brooklyn, NY 11230	718-377-2900 ext 7625	Arabic, Russian and Spanish speaking staff available
	Money Management International, Inc.	26 Court St., Suite 2610, Brooklyn, NY 11242	1-866-232-9080	Spanish speaking staff available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102, Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St., Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005, Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council		585-546-3700	HOPP

		75 College Ave., 4th Floor, Rochester, NY 14607		
Madison	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St., Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St., Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street, Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor, Rochester, NY 14607	585-546-3700	HOPP
	Urban League of Rochester	265 North Clinton Ave., Rochester, NY	585-325-6530	
Montgomery	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
Nassau	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	333 No Main St., Freeport, NY 11520	631-471-1215 x158	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Road Central Islip NY, 11722	631-348-0669	HOPP
	Debt Counseling Corp.	3033 Express Dr. N, Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Hispanic Brotherhood of Rockville Centre, Inc.	59 Clinton Ave., Rockville Centre, NY 11570	516-766-6610	HOPP Spanish speaking staff available
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
	LIFE, Inc.	112 Spruce St., Cedarhurst, NY 11516	516-374-4564 ext.1038	HOPP Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available

	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Rd. Northport, NY 11768	1-800-673-6993	HOPP Spanish speaking staff available
New York	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232	HOPP Spanish and Bengali speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue, New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor, New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	
	GreenPath Debt Solutions	One Penn Plaza, Suite 2108, New York, NY 10119	866-285-4059	
Niagara	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	West Side NHS	203 Military Rd., Buffalo, NY 14207	Tuesdays and Wednesdays at (716) 885-2344, Thursdays and Fridays at (716) 877-3910	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Oneida	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway, Syracuse, NY 13214	1-800-750-2227	
	Northeast Hawley Development Corp.	101 Gertrude St., Syracuse, NY 13202	315-425-1032	
Onondaga	Home Headquarters, Inc.	538 Erie Blvd West, Syracuse NY 13204	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway, Syracuse, NY 13214	1-800-750-2227	

	Cooperative Federal Credit Union	800 N. Salina St., Syracuse, NY 13208	315-476-5290	Service for credit union members only
Ontario	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	HOPP
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive, Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St., Buffalo, NY 14209	716-884-7791	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Fulton Community Development Agency	125 West Broadway, Fulton, NY 13069	315-593-7166	HOPP
	Oswego Housing Development Council, Inc.	2971 County Rte. 26, Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway, Syracuse, NY 13214	1-800-750-2227	
Otsego	UNHS NeighborWorks Homeownership Center	1611 Genesee Street, Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	The Metro Center, 49 Court St., Binghamton, NY 13901	1-800-750-2227	
Putnam	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP
Queens	Neighborhood Housing Services of Queens, CDC, Inc.	60-20 Woodside Ave., Flushing, NY 11377	718-457-1017	HOPP Spanish and French Creole speaking staff available
	Neighborhood Housing Services-Jamaica	89-70 162nd St., Jamaica, NY 11432	718-291-7400	HOPP Spanish speaking staff available
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish speaking staff available
	Housing and Family Services of Greater New York, Inc.	415 Albemarle Rd., Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available

	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive, Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St., Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave., Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West, Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
Richmond	Northfield Community Local Dev. Corp. of Staten Island	160 Heberton Ave. Staten Island, NY 10302	718-442-7351	HOPP
	MHANY Management, Inc.	1 Metro Tech Center North 11th Floor, Brooklyn, NY 11201	718-246-8080	HOPP Spanish speaking staff available
	Neighborhood Housing Services, Staten Island	770 Castleton Ave., Staten Island, NY 10310	718-442-8080	Spanish speaking staff available
	NYC Commission on Human Rights- Staten Island	60 Bay St. 7th Floor, Staten Island, NY 10301	718-390-8506	Spanish speaking staff available
Rockland	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Rockland Housing Action Coalition	120-126 North Main St., Annex-First Floor, New City, NY 10956	845-708-5799	HOPP Spanish, Creole, Hebrew, and ASL speaking staff available
Saratoga	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Troy Rehabilitation and Improvement Program (TRIP)	415 River St., Troy, NY 12180	518-690-0020	HOPP Serving residents of Southern Saratoga County

	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	2 Computer Drive West, Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St., Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St., Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Clearpoint Credit Counseling Solutions	2 Computer Drive West, Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
Schoharie	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Better Neighborhoods, Inc.	120 Emmons St., Schenectady, NY 12304	518-372-6469	HOPP Spanish speaking staff available
	Western Catskills Community Revitalization Council	125 Main St., Suite A, Stamford, NY 12167	607-652-2823	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West, Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
Schuyler	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Seneca	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
St. Lawrence	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	North Country Housing Council	19 Main St., Canton, NY 13617	315-386-8576	
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005, Watertown, NY 13601	1-800-750-2227	

Steuben	Arbor Housing and Development	26 Bridge St., Corning, NY 14830	607-654-7487	HOPP
	Accord	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
Suffolk	American Debt Resources, Inc.	248C Larkfield Road, East Northport, NY 11731	1-800-498-0766	HOPP Spanish speaking staff available
	Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
	Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300, Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
	Debt Counseling Corp.	3033 Express Dr. N., Hauppauge, NY 11749	1-888-354-6332 ext. 316	HOPP Spanish speaking staff available
	Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3762 x 1204 or 1205	HOPP Spanish speaking staff available
	Housing Help, Inc.	91-101 Broadway Greenlawn, NY 11740	631-754-0373	HOPP Spanish speaking staff available
	La Fuerza Unida, Inc.	1 School St., Suite 302, Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
	Long Island Housing Partnership, Inc.	180 Oser Ave., Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
	Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8, Bohemia, NY 11726	631-567-5111 x383	HOPP Spanish speaking staff available
	Safeguard Credit Counseling, Inc.	67 Fort Salonga Road Northport NY 11768	1-800-673-6993	HOPP Spanish speaking staff available
	North Fork Housing Alliance	110 South St., Greenport, NY 11944	631-477-1070	
	Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway, Bellport, NY 11713	631-286-9236	
	Wyandanch Community Development	59 Cumberbach St. Wyandanch, NY 11798	631-253-0139 OR 631-643-4786	Only serves part of Western Suffolk
Sullivan	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
	Rural Sullivan Housing Corp.	6 Pelton St. Monticello, NY 12701	845-794-0348	
Tioga	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
	Metro Interfaith Housing Management Corp.	21 New St., Binghamton, NY 13903	607-772-6766	HOPP

	Clearpoint Financial Solutions	The Metro Center, 49 Court St., Binghamton, NY 13901	877-412-2227	
Tompkins	Catholic Charities of Chemung	215 East Church St., Suite 101, Elmira, NY 14901	607-734-9784	HOPP
	Clearpoint Financial Solutions	The Metro Center, 49 Court St., Binghamton, NY 13901	877-412-2227	
Ulster	RUPCO	301 Fair St. Kingston, NY 12401	845-331-9860	HOPP Spanish speaking staff available
Warren	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West, Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St., Hudson Falls, NY 12839	518-747-8250	
Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave., Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road, Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St., Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza, Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway, Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adey St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410 White Plains, NY 10605	914-428-4507 OR 877-WRO-4YOU	HOPP Spanish and French speaking staff available
	Putnam County Housing Corp.	11 Seminary Hill Rd., Carmel, NY 10512	845-225-8493	HOPP Serving Northern section of county
	Greenpath	One Barker Ave., Suite 420 White Plains, NY 10601	888-366-9140	
Wyoming	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP

	Consumer Credit Counseling Services of Rochester, Inc.	50 Chestnut Plaza, Rochester, NY 14604	1-888-724-2227	HOPP
	ACCORD	84 Schuyler St., Belmont, NY 14813	585-268-7605	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	HOPP
Vates	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	HOPP

Updated 12/12/2016



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## EXHIBIT D



**New York State Department of Financial Services**  
One State Street Plaza, New York, NY 10004

**Proof of Filing Statement**

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

**Filer Information:**

Name : USDA Rural Development  
Address : 441 South Salina St., Suite 357  
              Syracuse NY 13202

**Filing Information:**

Tracking Number : NYS4202863  
Mailing Date Step 1 : 23-MAR-17 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 24-MAR-17 09.46.16.000 AM  
Filing Date Step 1 Orig : 24-MAR-17 09.46.16.000 AM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupied at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 254 State Route 264 Phoenix  
                          NY 13135  
County : Oswego  
Date of Original Loan : 25-FEB-11 12.00.00.000 AM  
Amt of Original Loan : 150900  
Loan Number Step 1 : [REDACTED]  
Loan Number Step 2 :  
Loan Reset Frequency :  
Loan Type : 1st Lien  
Loan Details : Fixed Rate  
Loan Term : Other  
Loan Modification : No Modification  
Days Delinquent : Other  
Borrower's Name : David Dygert  
Address : 254 State Route 264  
                          Phoenix 13135 2114  
Borrower's Phone No : [REDACTED]  
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (*SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.*)

<b>I. (a) PLAINTIFFS</b> United States of America		<b>DEFENDANTS</b> David Dygerf et al															
<b>(b)</b> County of Residence of First Listed Plaintiff _____ <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small>		County of Residence of First Listed Defendant <u>Oswego</u> <small>(IN U.S. PLAINTIFF CASES ONLY)</small> NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.															
<b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number) Nicole LaBletta Pincus Law Group, PLLC 425 RXR Plaza Uniondale, NY 11556 516-669-8902		Attorneys (If Known)															
<b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only) <table border="0" style="width: 100%;"> <tr> <td style="width: 50px;"><input checked="" type="checkbox"/> 1 U.S. Government Plaintiff</td> <td style="width: 50px;"><input type="checkbox"/> 3 Federal Question <small>(U.S. Government Not a Party)</small></td> </tr> <tr> <td><input type="checkbox"/> 2 U.S. Government Defendant</td> <td><input type="checkbox"/> 4 Diversity <small>(Indicate Citizenship of Parties in Item III)</small></td> </tr> </table>		<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question <small>(U.S. Government Not a Party)</small>	<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity <small>(Indicate Citizenship of Parties in Item III)</small>	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table border="0" style="width: 100%;"> <tr> <td style="width: 50px;"><input checked="" type="checkbox"/> 1 Citizen of This State</td> <td style="width: 50px;"><input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State</td> </tr> <tr> <td><input type="checkbox"/> 2 Citizen of Another State</td> <td><input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State</td> </tr> <tr> <td><input type="checkbox"/> 3 Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3 Foreign Nation</td> </tr> </table>		<input checked="" type="checkbox"/> 1 Citizen of This State	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 2 Citizen of Another State	<input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 Foreign Nation				
<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question <small>(U.S. Government Not a Party)</small>																
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity <small>(Indicate Citizenship of Parties in Item III)</small>																
<input checked="" type="checkbox"/> 1 Citizen of This State	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State																
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<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 Foreign Nation																
Click here for: <a href="#">Nature of Suit Code Descriptions</a> .																	
<b>CONTRACT</b>		<b>TORTS</b>															
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise		<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice		<b>PERSONAL PROPERTY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability		<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other		<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157		<b>OTHER STATUTES</b> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act							
<b>REAL PROPERTY</b>		<b>CIVIL RIGHTS</b>		<b>PRISONER PETITIONS</b>		<b>PROPERTY RIGHTS</b>		<b>SOCIAL SECURITY</b>		<b>FEDERAL TAX SUITS</b>							
<input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education		<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation		<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))		<input type="checkbox"/> 791 Employee Retirement Income Security Act							
<b>V. ORIGIN</b> (Place an "X" in One Box Only)		<input checked="" type="checkbox"/> 1 Original Proceeding		<input type="checkbox"/> 2 Removed from State Court		<input type="checkbox"/> 3 Remanded from Appellate Court		<input type="checkbox"/> 4 Reinstated or Reopened		<input type="checkbox"/> 5 Transferred from Another District (specify) _____		<input type="checkbox"/> 6 Multidistrict Litigation - Transfer		<input type="checkbox"/> 8 Multidistrict Litigation - Direct File			
<b>VI. CAUSE OF ACTION</b>		Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <b>Title 28 U.S.C. Section 1345</b> Brief description of cause: <b>Action to foreclose a mortgage</b>															
<b>VII. REQUESTED IN COMPLAINT:</b>		<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.		<b>DEMAND \$</b> 198,815.14		CHECK YES only if demanded in complaint: <b>JURY DEMAND:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>VIII. RELATED CASE(S) IF ANY</b>		<i>(See instructions):</i> JUDGE _____ DOCKET NUMBER _____															
DATE 10/29/2019		SIGNATURE OF ATTORNEY OF RECORD <i>/s/Nicole B. LaBletta</i>															
<b>FOR OFFICE USE ONLY</b>																	
RECEIPT # _____		AMOUNT _____		<b>Waived</b>		APPLYING IFP _____		JUDGE _____		<b>GLS</b>		MAG. JUDGE _____		<b>ML</b>			

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
  - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
  - Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
  - Original Proceedings. (1) Cases which originate in the United States district courts.
  - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
  - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
  - Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
  - Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
  - Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.